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DOCUMENT NO.

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PA-12/PC-CNC-ATK-RP-35

DEED

THIS DEED IS MADE BY AND BETWEEN

CONSOLIDATED RAIL CORPORATION /

("Grantor"), a Pennsylvania corporation
whose address is Six Penn Center,
Philadelphia, Pennsylvania 19104

AND

NATIONAL RAILROAD PASSENGER CORPORATION

("Grantee"), a District of Columbia corporation,
whose address is 400 North Capitol Street, N.W.
Washington, D.C. 20001

Whereas, pursuant to the Regional Rail Reorganization Act of 1973 (Public Law 93-236, 87 Stat. 885) as amended ("Act") and the Plan System Plan, the United States Railway Association ("USRA"), pursuant to Section 209(a) of the Act, has certified to the Special United States District Court established pursuant to Section 209(b) of the Act ("Special Court") and pursuant to a certain Agreement of Purchase dated March 21, 1976 between Grantor and Grantee, the Grantor, for consideration paid, hereby grants and conveys to the Grantee:

A. All of the Grantor's right, title and interest, legal and equitable, in and to the real property located in the

County of Chester in the Commonwealth of Pennsylvania
as described in Exhibit A attached to this Deed
as a part hereof, together with all of the appurtenances, hereditaments, franchises, ways, waters, minerals, rights, privileges, improvements, fixtures, licences, leaseholds, reversions, easements, rights under operating, trackage and joint facility agreements, rents, issues, profits and other interests and items belonging to or in any way appertaining to such real property, including (without limitation)
the same easements and rights with respect to the real

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property reserved and excepted from the conveyance to Grantee b; Grantor's immediate predecessor in title as Grantor received with respect thereto under said conveyance, as well as all real property items that would properly be recorded in Accounts 1 through 43 and 50 of the Property Accounts prescribed by the Interstate Commerce Commission for Railroad Companies in its Uniform System of Accounts, 49 C.F.R. Part 1201, to the extent that such interests and items belong or in any way appertain to such real property, except as those interests and items belong or appertain to the real property hereinafter reserved and excepted.

b. 1. The easements and rights to use, operate, maintain, repair, renew, replace and remove on, under, over and across the real property conveyed to Grantee pursuant to the Act but not conveyed to Grantee hereby ("Grantor's Burdened Property"), any and all lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances (each an "Easement Item") existing on and used or useful as of the date of delivery of this Deed as a part of any railroad communication, signal or interlocking system or as a part of any electric, telephone, telegraph, water, gas, steam, sanitary sewer, storm sewer or other utility system, together with the easement of reasonable access over the Grantor's Burdened Property to permit the exercise of the foregoing easements and rights, and the easement for lateral support of the real property conveyed by this Deed.

2. The easements and rights for the specific uses, if any, (each an "Easement Item") particularly described in Exhibit B attached to this Deed as a part hereof, if any, and burdening a certain portion of Grantor's Burdened Property.

3. The Grantee shall give the Grantor reasonable notice before entering on the Grantor's Burdened Property to exercise the easements and rights granted in this Paragraph B, and shall exercise such easements and rights (a) so as not to interfere unreasonably with the use and enjoyment of the Grantor's Burdened Property, (b) in compliance with generally applicable reasonable requirements established from time to time by the Grantor and (c) so as not to increase materially the burden on the Grantor's Burdened Property existing on the date of delivery of this Deed. The Grantee shall indemnify and save the Grantor harmless from any loss, damage or expense arising from the exercise of the foregoing easements and rights, without regard to negligence on the

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part of the Grantor or the Grantee. Upon request of and at the expense of the Grantor, the Grantee shall execute and deliver to the Grantor a deed or other instrument releasing the Grantee's rights in any part of the Grantor's Burdened Property that is not used or reasonably needed by the Grantee in the exercise of the easements and rights conveyed in this Paragraph B.

C. If the location of any Basement Item would interfere with any proposed use or sale of any part of the Grantor's Burdened Property, the Grantor may, at the Grantor's expense and after obtaining the Grantee's written consent, relocate the interfering Basement Item or cause the same to be relocated. Such consent will be granted unless (a) the Basement Item cannot be relocated as proposed by the Grantor without unreasonable interference to the Grantee's operations or without damage to the integrity of the system of which the Basement Item is a part or (b) the Grantee will not have reasonable access to the relocated Basement Item. If the Grantee has previously released its easements and rights in any real property as provided in Paragraph B.3, and a relocated Basement Item falls, in whole or in part, within the area that has been so released, the Grantor and the Grantee shall exchange the following instruments promptly after the relocation is completed:

(a) The Grantor shall execute and deliver to the Grantee a supplementary deed of easement which conveys to the Grantee with respect to the relocated Basement Item the easements and rights described in this Paragraph B.

(b) The Grantee shall execute and deliver to the Grantor a deed or other instrument of release as provided in Paragraph B.3.

D. The Grantor shall bear all expenses and the cost of all transfer and recording taxes, fees and charges in connection with all deeds and other instruments delivered pursuant to this Paragraph B.

RESERVING AND EXCEPTING, HOWEVER, TO THE GRANTOR:

E. All the respective right, title and interest of the Grantor, legal and equitable, in and to the real property

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described in Exhibit B attached to this Deed as a part hereof, if any, but subject, however, to the easements and rights conveyed pursuant to Paragraph B above.

B. 1. The easements and rights to use, operate, maintain, repair, renew, replace and remove on, under, over and across the real property conveyed by this Deed ("Grantee's Burdened Property"), any and all lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances (each an "Easement Item") existing on and used or useful as of the date of delivery of this Deed as a part of any railroad communication, signal or interlocking system or as a part of any electric, telephone, telegraph, water, gas, steam, sanitary sewer, storm sewer or other utility system, together with the easement of reasonable access over the Grantee's Burdened Property to permit the exercise of the foregoing easements and rights, and the easement for lateral support of the real property reserved and excepted from this conveyance.

2. The easements and rights for the specific uses, if any, (each an "Easement Item") particularly described in Exhibit B to this Deed, if any, and burdening certain real property conveyed by this Deed.

3. The Grantor shall give the Grantee reasonable notice before entering on the Grantee's Burdened Property to exercise the easements and rights reserved and excepted in this Paragraph B, and shall exercise such easements and rights (a) as not to interfere unreasonably with the use and enjoyment of the Grantee's Burdened Property, (b) in compliance with generally applicable reasonable requirements established from time to time by the Grantee and (c) so as not to increase materially the burden on the Grantee's Burdened Property existing on the date of delivery of this Deed. The Grantor shall indemnify and save the Grantee harmless from any loss, damage or expense arising from the exercise of the foregoing easements and rights, without regard to negligence on the part of the Grantee or the Grantor. Upon request of and at the expense of the Grantee, the Grantor shall execute and deliver to the Grantee a deed or other instrument releasing the Grantor's rights in any part of the Grantee's Burdened Property that is not used or reasonably needed by the Grantor in the exercise of the easements and rights reserved and excepted in this Paragraph B.

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4. If the location of any Basement Item would interfere with any proposed use or sale of any part of the Grantee's Burdened Property, the Grantee may, at the Grantee's expense and after obtaining the Grantor's written consent, relocate the interfering Basement Item or cause the same to be relocated. Such consent will be granted unless (a) the Basement Item cannot be relocated as proposed by the Grantee without unreasonable interference to the Grantor's operations or without damage to the integrity of the system of which the Basement Item is a part or (b) the Grantor will not have reasonable access to the relocated Basement Item. If the Grantor has previously released its easements and rights in any real property as provided in Paragraph D.3, and a relocated Basement Item falls, in whole or in part, within the area that has been so released, the Grantor and the Grantee shall exchange the following instruments promptly after the relocation is completed:

(a) The Grantee shall execute and deliver to the Grantor a supplementary deed of easement which conveys to the Grantor with respect to the relocated Basement Item the easements and rights described in this Paragraph D.

(b) The Grantor shall execute and deliver to the Grantee a deed or other instrument of release as provided in Paragraph D.3.

5. The Grantee shall bear all expenses and the cost of all transfer and recording taxes, fees and charges in connection with all deeds and other instruments delivered pursuant to this Paragraph D.

6. The easements and rights described in Exhibit C to this Deed and burdening all of the real property conveyed by this Deed.

7. All mineral rights owned by the Grantor in any parcel as to which an interest in the surface is not conveyed by this Deed.

TO HAVE AND TO HOLD the real property and the easements and rights hereby conveyed to the Grantee, free and clear of any liens and encumbrances insofar as said real property, easements and rights were conveyed to Grantor as free and

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held by Grantor's immediate predecessor in title or interest therein, BUT SUBJECT, HOWEVER, to (i) those easements and rights reserved and excepted pursuant to Paragraphs 9 and 8, (ii) all existing licenses, easements, leases (other than those which may have been created to secure payment of a financial obligation), and operating, trackage right and joint facility agreements, including (without limitation) the easements, rights and benefits reserved by Grantor's predecessor in title, (iii) Operating Rights Grants, if any, from the Grantor to a third party conveyed pursuant to the Act and identified in Exhibit B to this Deed, and (iv) the obligation of the Grantee to use, operate, maintain and repair the real property conveyed by this Deed so as to permit the Grantor freely to exercise the Freight Service Easement and the Computer Passenger Service Easement described in Exhibit C.

The Grantor hereby covenants that the Grantor will perform, execute, acknowledge and deliver any and all such further acts, deeds, assignments and other instruments as may be reasonably requested by the Grantee to convey, confirm, clarify, identify or more precisely describe the real property and the easements and rights conveyed by this Deed or intended so to be in order to carry out the intent of this Deed in light of the designations contained in the Final System Plan which has been certified to the Special Court by the United States Railway Association pursuant to the Act and in light of the Agreement of Purchase between the Grantor and Grantee bearing the same date hereof, and to effect the recordation of, or otherwise perfect, this Deed and all such other deeds, assignments and instruments under any applicable statute, ordinance, rule or regulation.

The Grantee hereby covenants that the Grantee will perform, execute, acknowledge and deliver any and all such further acts, deeds, assignments and other instruments as may be reasonably requested by the Grantor to confirm, clarify, identify or more precisely describe the real property and the easements and rights reserved and excepted from this conveyance or intended to be in order to carry out the intent of this Deed in light of the designations contained in such Final System Plan and in light of the Agreement of Purchase between the Grantor and Grantee bearing the same date hereof, and to effect the recordation of, or otherwise

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perfect, this Deed and all such other deeds, assignments and instruments under any applicable statute, ordinance, rule or regulation.

By acceptance of this Deed, the Grantee (a) agrees to perform each of the obligations imposed on the Grantee by the terms of this Deed, and (b) assumes and agrees to perform and observe all obligations and conditions on the part of the Grantor or the Grantor's predecessor in title to be performed or observed that arise or accrue after the date of delivery of this Deed under all licenses, easements, leases (other than those which may have been created to secure payment of a financial obligation) and operating, trackage right and joint facility agreements (subject, however, to the terms thereof) which are conveyed by this Deed and under those to which this conveyance is made subject, provided that the Grantee assumes no obligation or liability that arises after the date of delivery of this Deed out of any event, act or failure to act that occurred prior thereto and, where an obligation or liability is related to a period which is both before and after such date, the Grantee assumes only that portion of the obligation or liability which is reasonably allocable to the part of the period after such date. Concurrently with the delivery of this Deed, the Grantee is delivering to the Grantor a separate instrument executed by the Grantee acknowledging receipt and acceptance of this Deed and affirming the provisions of this paragraph.

All of the covenants of the Grantor and the Grantee, respectively, shall be deemed to be real covenants and shall run with the land.

The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Deed so requires and, whether singular or plural, such words shall be deemed

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to include in all cases the successors and assigns of the respective parties.

Pursuant to and in accordance with (a) Orders of the Special Court established under the Regional Rail Reorganization Act of 1973, as amended, and (b) covenants and agreements of the Grantor and the Grantee in deeds heretofore executed and delivered, certain deeds (including in said term other conveyance documents) to the Grantor, and certain deeds of the Grantor to the Grantee, which were executed on or prior to, and delivered on, April 1, 1976, have been altered and corrected; and said deeds of the Grantor to the Grantee, of which this is one, have, for convenience of setting forth the terms and provisions of said deeds in final form as so altered and corrected, been re-executed, nunc pro tunc, effective as of April 1, 1976, as if for all purposes said deeds (and other conveyance documents) had been so altered and corrected prior to their initial execution, and delivery on April 1, 1976.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the 1st day of April, 1976, in its corporate name by Lawrence A. Huff, its Assistant Vice President, attested to by V. P. DiGiannantonio, its Assistant Secretary, and its corporate seal to be hereunto affixed, and does hereby appoint said Lawrence A. Huff, its Assistant Vice President, its true and lawful attorney-in-fact for it and in its name to acknowledge and deliver this Deed as its act and deed.

CONSOLIDATED RAIL CORPORATION

[Signature]

Lawrence A. Huff
Assistant Vice President
Real Estate

[Signature]

Assistant Secretary

CONTRACT SERIAL

ACKNOWLEDGMENT:

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA, SS:

On this 11th day of October, 1976 before me, a Notary Public authorized to take acknowledgments and oaths in the Commonwealth of Pennsylvania, County of Philadelphia, personally appeared Lawrence A. Huff, to me personally known, who came by me duly sworn, says that he is Assistant Vice President, Real Estate of Consolidated Rail Corporation.

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DOCUMENT NO.

PA-12/PC-CRC-ATT-SP-12

EXHIBIT A

TO THE DEED BY AND BETWEEN
CONSOLIDATED RAIL CORPORATION
AND
NATIONAL RAILROAD PASSENGER CORPORATION

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Chester
Commonwealth of Pennsylvania

For the purpose of each description contained in this Exhibit A (and solely by way of illustration and not by way of limiting the generality of the term "adjacent"), adjacency shall be deemed to exist without regard to the existence of any public or private street, highway, alley or other way between one part of the Grantor's real property and another.

A. For the Grantor's title to the property conveyed by this Deed reference is made to Deed dated March 30, 1976, to the Grantee from Trustees of the Property of Penn Central Transportation Company and from transfors designated Providence Produce Warehouse Co., Maner Real Estate Co., Dispatch Shops Inc., Green Real Estate Co., New York Central Development Corp., and Pennsylvania Improvement Corp. recorded, prior to the recording of this Deed, with the recording office of the above specified jurisdiction.

This Exhibit A consists of pages A-1*, A-2; A-3, A-4, A-5, A-6, A-7 and A-8.

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Situate in the County of Chester, Commonwealth of Pennsylvania,
and being the Penn Central Transportation Company's line of rail-
road known as the Philadelphia-Pittsburgh Main Line and being
all the real property in the County lying in, under, above, along,
contiguous to, adjacent to or connecting to such line.

Such line enters the County near Stafford, passes through
Paoli and Coatesville, and leaves the County near Atglen.

The line of railroad described herein is identified as
Line Code 1103-1303 in the records of the United States Railway
Association.

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EXHIBIT B

TO THE DEED BY AND BETWEEN
CONSOLIDATED RAIL CORPORATION
AND
NATIONAL RAILROAD PASSENGER CORPORATION

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Chester, Pennsylvania

RESERVED AND EXCEPTED BY THE GRANTOR

Each map referred to in this Exhibit B bears a certain Document Number. A copy of each map is on file in the office of the United States Railway Association and a copy of each map has been certified by the United States Railway Association to the Special Court and filed in the office of the Clerk of the Special Court in the United States District Courthouse in Washington, D.C., in connection with the conveyance by Grantor's predecessor in title to Grantor.

This Exhibit B consists of pages B-1, B-12, B-13, B-14, B-15, B-16, B-17, B-18, B-19, B-20, B-21, and B-22.

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EXHIBIT C

TO THE DEEDS BY AND BETWEEN
CONSOLIDATED RAIL CORPORATION
AND
NATIONAL RAILROAD PASSENGER CORPORATION

RESERVING AND EXCEPTING TO THE GRANTOR

1. The easement and right ("Freight Service Easement") contemplated for retention by the Grantor under the Final System Plan certified by USRA exclusive against any and all persons except Grantee, its subsidiaries and successors in interest, to operate upon the real property conveyed by this Deed to the Grantee ("real property"), local and long-haul freight service (including mail and express) and special train service to the full extent required by the Act, or (ii) the Interstate Commerce Act or any future law of like import, including, without limitation, to the extent so contemplated and so required, the exclusive easement and right:

- (a) to operate freight trains, cars and locomotives;

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(b) subject to availability of space in light of the needs of Grantee except in those facilities occupied by Grantor as of the date of this Deed as to which Grantor has no viable alternative, to occupy and use such portions of stations, buildings and other facilities now upon the real property (and replacements thereof) and subject as of space in light of the needs of Grantee, to construct operate and maintain additional or substitute stations, buildings and other facilities, which are reasonably necessary or legally required in connection with the provision of freight service;

(c) to use in conjunction with Grantee the presently existing railroad system telephone cable communication equipment and facilities now upon the real property (and replacements thereof) and, subject to the availability of space, to construct, operate and maintain such additions to or substitutions for the presently existing railroad system telephone cable communications equipment and facilities which are reasonably necessary or legally required in connection with the provision of freight service;

(d) to install track connections for rail lines and trackage connections for rail lines and trackage, now or hereafter owned, leased, controlled or operated by

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Grantor, contiguous or adjacent to the real property to secure its freight customers or to connect with its rail properties;

(e) to provide all new and additional freight services at any point along the real property;

(f) to use appropriate portions of the main terminal or equipment facilities now upon the real property (and replacements thereof) for the provision of maintenance of equipment service for equipment used in provision of freight service (including mail and express) and special train service; and

(g) to have reasonably access over the real property to permit the exercise of the foregoing easements and rights;

the exercise of which such exclusive easement and right shall be subject to such terms, provisions, qualifications and limitations as the Grantor and the Grantee have agreed upon in a certain Northeast Corridor Freight Operating Agreement, dated March 31, 1976, as said agreement may be amended, and as the Operations Review Panel established under Section 782 of the Railroad Revitalization and Regulatory Reform Act of 1976 may impose; in return for which exclusive easement and right, the Grantor shall pay the fair and equitable share

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of the cost to the Grantee of operating rail service upon the real property ceded by exercise of the Freight Service Easement, as determined by agreement between the parties, or, in the event of the failure of the parties to so agree, by the Interstate Commerce Commission under Section 403(a) of the Rail Passenger Service Act, as such provision may be amended; provided, that in the event that the Grantor shall elect to abandon or assign the Freight Service Easement in whole or in part, other than to a subsidiary, affiliate or successor entity, the Grantee shall have a first option to acquire such easement, or portion thereof, at the purchase price of one dollar (\$1.00);

2. The easement and right ("Commuter Passenger Service Easement") contemplated for retention by the Grantor under the Final System Plan certified by USRA, to operate upon the real property conveyed by this Deed to the Grantee ("real property"), commuter passenger service to the full extent required by the Act, including, without limitation, to the extent so contemplated and so required, the easement and right:

(a) to operate commuter passenger trains, cars and locomotives;

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- (b) to provide commuter passenger service to the extent required by the Act and any agreements which Grantor, its parent, subsidiaries or affiliates is required to assume or enters into under the provisions of the Act;
- (c) to use terminals and stations now open the real property (and replacements thereof) for such commuter passenger service, jointly with the Grantee's use thereof, including without limitation, waiting areas, parking areas, facilities for sale of tickets and other related passenger facilities within, contiguous or adjacent to the terminals and stations;
- (d) to use the appropriate portions of the maintenance of equipment facilities now upon the real property (and replacements thereof) for the provision of maintenance of equipment service for equipment used in provision of such commuter passenger service; and
- (e) to have reasonable access over the real property to permit the exercise of the foregoing easements and rights; the exercise of such easement and right shall be subject to such terms, provisions, qualifications and limitations as the Grantor and the Grantee may agree and as the Operations Review Panel established under Section 702 of the Railroad

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Revitalization and Regulatory Reform Act of 1976 may impose; in return for which right and easement, the Grantee shall be entitled to receive from the Grantor the cost of the Grantee of operating rail service upon the real property occasioned by reason of the exercise by the Grantor of the Commuter Passenger Service Easement, as determined by agreement between the parties, or, in the event of a failure of the parties to so agree, by the Interstate Commerce Commission under Section 402(a) of the Rail Passenger Service Act, as such provision may be amended; provided that in the event that the grantor shall elect to abandon or assign the Commuter Passenger Service Easement, in whole or in part, other than to a subsidiary, affiliate or successor entity, the Grantee shall have a first option to acquire such easement, or portion thereof, at the purchase price of one dollar (\$1.00).

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ADDENDUM TO THE DEED
BY AND BETWEEN
CONSOLIDATED RAIL CORPORATION
AND
NATIONAL RAILROAD PASSENGER CORPORATION

Any other provision of this Deed to the contrary notwithstanding, this Deed does NOT convey any right, title or interest in, and this conveyance is NOT made subject to, the operating, trackage right and joint facility agreements or agreements identified in Exhibit B attached to this Deed.

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EXHIBIT D

TO THE DEED BY AND BETWEEN
CONSOLIDATED RAIL CORPORATION
AND
NATIONAL RAILROAD PASSENGER CORPORATION

DESCRIPTION OF OPERATING, TRACKEAGE RIGHT,
AND JOINT FACILITY AGREEMENTS

TO WHICH THIS CONVEYANCE OF REAL PROPERTY
IS NOT SUBJECT

This conveyance of real property is not subject to any joint facility agreements which are not necessary to Grantee's ownership, operation and maintenance of the real property conveyed hereunder or which are not necessary to the providing of intercity rail passenger service by Grantee.

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